



Civil Resolution Tribunal

Date Issued: April 4, 2023

File: SC-2022-004374

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *2 Burley Men Moving Ltd. v. Morales*, 2023 BCCRT 278

BETWEEN:

2 BURLEY MEN MOVING LTD.

APPLICANT

AND:

SYLVIA MORALES also known as SILVIA MORALES

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about payment for residential moving services. The respondent, Sylvia Morales also known as Silvia Morales, hired the applicant moving company, 2 Burley

Men Moving Ltd. (Burley), to move her belongings. Burley claims \$1,271.50, which it says is the outstanding balance for its services on the 2nd day of the move.

2. Ms. Morales says Burley's total charges are double what it quoted her. She also says she has paid Burley a total of \$6,299.57, including \$1,535.81 in cash for the move's 1st day and \$4,763.76 by e-transfer for the move's 2nd day. However, Burley says she paid only \$4,000 by e-transfer (not \$4,763.76) and that the claimed \$1,271.50 is outstanding for the 2nd move day. Ms. Morales asks that the dispute be dismissed.
3. Burley is represented by an employee or principal. Ms. Morales is self-represented.

JURISDICTION AND PROCEDURE

4. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness, and recognize any relationships between the dispute's parties that will likely continue after the CRT process has ended.
5. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. As the CRT's mandate includes proportional and speedy dispute resolution, I find I can fairly hear this dispute through written submissions.
6. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in a court of law. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
7. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

Style of cause

8. In its application to the CRT, Burley named the respondent as “Sylvia Morales”. In the Dispute Response, the respondent named herself as “Silvia Morales”. CRT staff confirmed with the respondent that Silvia Morales was the correct spelling, but Burley did not respond to the CRT’s email about the name change. In the circumstances, I have amended the respondent’s name in the style of cause above to read “Sylvia Morales also known as Silvia Morales”.

ISSUE

9. The issue in this dispute is whether Burley has proved it is entitled to the claimed \$1,271.50 for its moving services.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, as the applicant Burley must prove its claim on a balance of probabilities (meaning “more likely than not”). I have read all the submitted evidence and arguments but refer only to what I find relevant to provide context for my decision.
11. Ms. Morales says Burley quoted her \$3,500 for a 2-day move on June 19 and 20, 2022. Ms. Morales argues Burley’s charges are excessive, given the \$3,500 quote she alleges. Given my conclusions below, nothing turns on whether Burley gave Ms. Morales a \$3,500 quote.
12. The parties agree Ms. Morales paid Burley \$1,535.81 in cash for the move’s “day 1” on June 19, 2022. Burley also says she “did pay for day 1”. So, Burley’s claim in this dispute is only about its “day 2” moving fees for June 20, 2022, which Burley says totaled \$5,271.50. Specifically, Burley says Ms. Morales e-transferred it \$4,000 but still owes the claimed \$1,271.50 for the move’s day 2.
13. In contrast, Ms. Morales says that on the move’s day 2 Burley gave her a \$6,763 bill for both moving days, which I find consistent with some of the handwriting on Burley’s

1st waybill, discussed below. As noted, Ms. Morales paid \$1,535.81 for day 1. For the move's day 2, Ms. Morales says she sent Burley 3 separate e-transfers on June 20, 2022, totalling \$4,763.76. She says she paid \$6,299.57 for the move and denies owing anything further.

14. Ms. Morales only submitted evidence of 2 e-transfers to Burley on June 20: \$3,000 and \$763.76. For reasons that are not explained, Ms. Morales did not submit a record of a 3rd e-transfer for \$1,000. However, as noted above, Burley expressly admits she sent \$4,000 in e-transfers for the move's day 2. Burley also did not address the e-transfer record for the \$763.76 payment. On balance, given the amounts, I find it likely Ms. Morales e-transferred Burley a total of \$4,763.76 for the move's day 2. This conclusion is also supported by the fact Burley's 1st waybill, discussed below, sets out a "day #2 total" of \$4,763.76, consistent with Ms. Morales' assertion.
15. As noted, Burley claims \$1,271.50. I have found Ms. Morales paid Burley \$4,763.76 for the move's day 2, not just \$4,000 as Burley alleges. So, this leaves \$507.74 (\$1,271.50 less the \$763.76 payment I have accepted above).
16. Generally, I cannot reconcile Burley's 2 waybills and Burley provides no explanation for the discrepancies. Burley is a frequent CRT litigant and I find it is well aware of the obligation to submit relevant evidence to support its claim. Burley's 1st waybill, dated both June 18 and 19, 2022, has 2 different inks on it that Burley does not address. It also has what appear to be later-added handwritten calculations and annotations for "day 2" on it, yet the move's day 2 was undisputedly June 20, 2022. This waybill also has a June 18, 2022 "date of delivery" which I find cannot be correct given the June 19 and 20, 2022 move dates.
17. Next, there is Burley's submitted 2nd waybill that has both June 19 and 20, 2022 dates at the top. Ms. Morales did not sign it. This is the waybill Burley relies on in this dispute. This 2nd waybill sets out charges for both day 1 and day 2, in entirely different writing than the 1st waybill. It repeats some but not all of the same figures from the 1st waybill. Like the 1st waybill, it appears to reference both \$75 and \$500 as charges for "fuel". Burley does not explain the discrepancies between the 2 waybills.

18. Based on this 2nd waybill and the various calculations on both waybills, Burley's \$1,535.81 charge for the move's day 1 included \$75 for "fuel" but not the separate \$500 "fuel" charge, nor any charge for ferries (though there is a ferries charge listed on the 1st waybill). In other words, Burley's CRT claim for day 2 includes \$561.92 for ferries (which is supported by receipts), \$500 for "fuel", and \$50 for an "icbc" charge.
19. First, Burley submitted no evidence that Ms. Morales ever agreed to play a flat rate for fuel and Burley submitted no evidence of what its actual fuel costs were. I find it unproven Burley is entitled to anything more than the \$75 "fuel" charge that was included as part of the move's day 1 charges that Ms. Morales paid. Similarly, I find it unproven Ms. Morales ever agreed to an "icbc" charge, which Burley did not explain.
20. After deducting the \$500 "fuel" charge and the \$50 "icbc" charge from Burley's waybill for the move's day 2, Burley's day 2 charges total \$4,723.67. As noted above, I find Ms. Morales paid \$4,763.76 for the move's day 2. So, I find it unproven Ms. Morales owes anything further and I dismiss Burley's claim.
21. Under section 49 of the CRTA and the CRT's rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. Burley was unsuccessful so I find it is not entitled to reimbursement of paid CRT fees. Ms. Morales did not pay CRT fees and neither party claims dispute-related expenses.

ORDER

22. I dismiss Burley's claim and this dispute.

Shelley Lopez, Vice Chair